

AMENDMENT #1
A56-2-02-29

This is an amendment to the Agreement entered into by and between the **Office of the Indiana Attorney General** (hereinafter "the State") and **Global Software Services, Inc., d/b/a Latitude Software** (hereinafter "Contractor") with a final approval date of November 18, 2002.

WHEREAS, the State and Contractor have previously entered into an Agreement and Customization Supplement for the Latitude Software program (a litigation tracking software program used by the Collections Division); and

WHEREAS, the State paid a one time fee for 20 user licenses and associated customization and support; and

WHEREAS, the State desires to add an Agency Interface Module (AIM), maintenance, and training for use with the already-licensed software;

NOW THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A. Paragraph 1 ("Consideration") is hereby amended to add the following:

1. Services and Consideration. The Contractor shall also provide the goods and services set forth in Exhibit C, 2007 Supplement, at the prices set forth on such Exhibit. Total additional remuneration under this Amendment shall not exceed \$55,437.50.

B. In order to conform with current State-required boilerplate provisions, the Addendum prepared by the State is hereby deleted in its entirety and replaced with the following:

This Addendum is entered into by and between the **Office of the Indiana Attorney General** ("the State") and **Global Software Services, Inc., d/b/a Latitude Software** ("Contractor").

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum is incorporated fully into and is an integral part of the Form Contract. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Global Software Services, Inc., d/b/a Latitude Software

Contractor Address: 9550 Regency Square Boulevard, Suite 1240
Jacksonville, FL 32225

Title of Form Contract: Master License Agreement (Fall, 2002)

Attached Contract consists of 14 pages, numbered at the bottom 13 – 26

Subject matter of Form Contract: Master License Agreement
Latitude Enterprise Base program; 20 User License

1. By mutual agreement of the parties, the following terms and conditions are deleted from the Contractor's Form Contract:

- A. Any provision requiring the State of Indiana to provide indemnity (*e.g.* Form Contract, paragraph 7(b))
- B. Any provision providing the contract to be construed in accordance with laws other than those of the State of Indiana (*e.g.*, Form Contract, paragraph 19(b))
- C. Any provision providing that suit be brought in any state other than Indiana (*e.g.*, Form Contract, paragraph 20).
- D. Any provision providing for resolution of contract disputes (*e.g.*, Form Contract, paragraph 11)
- E. Any provision pursuant to which the State agrees to an injunction (*e.g.* Form Contract, paragraph 11)
- F. Any provision limiting the time to commence a suit or action (*e.g.*, Form contract, paragraph 13).
- G. Any provision requiring the State of Indiana to pay any taxes (*e.g.*, Form Contract, paragraph 2(c)).
- H. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees (*e.g.*, Form Contract, paragraph 2(d), 11(b))
- I. Any provision on the Form Contract permitting the Contractor to Audit the State's books and records (*e.g.*, Form Contract, paragraph 20).
- J. Any provision requiring more than 30 days notice of termination (*e.g.*, Form Contract, paragraphs 3 and 4(a))
- K. Any provision giving the Form Contract precedence over this Addendum.

The following terms and conditions are incorporated into and made a part of the Form Contract:

2. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

3. Assignment; Successors.

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

4. Audits.

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

5. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

6. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

7. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on

the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC 5-22-3-7:
- (1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
 - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

8. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

9. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
1. Furnish phase-in training, and
 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- B. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

10. Debarment and Suspension.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

11. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

12. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

13. Drug-Free Workplace Certification.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

14. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

15. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

16. Governing Laws.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

17. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor. The State will, however, be responsible for any loss, expense or liability cause by or directly arising out of or resulting from its improper use of the Software, or negligence or malfeasance of the State.

18. Independent Contractor.

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

19. Information Technology Enterprise Architecture Requirements.

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

20. Licensing Standards.

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

21. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability,

ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

22. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

Notice to the State shall be sent to:

Office of the Indiana Attorney General
Attn: Martin Durand
302 West Washington Street, IGCS 5th Floor
Indianapolis, IN 46204

Notice and payments to the Contractor shall be sent to:

Global Software Services, Inc. d/b/a Latitude Software
7800 Belfort Parkway, Suite 100
Jacksonville, FL 32256

23. Order of Precedence.

Any inconsistency or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence to this Addendum.

24. Payments.

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.
- B. If Contractor is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

25. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

26. Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

27. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

28. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

29. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

30. Termination for Default.

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

31. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

32. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

33. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

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NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Addendum and the Form Contract other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State have, through duly authorized representatives, entered into the Form Contract and this Addendum. The parties, having read and understand the foregoing terms of the Form Contract and this Addendum, do by their respective signatures dated below hereby agree to the terms thereof.

Global Software Services, Inc.

By: 

CARL E. HARKLEROAD

Name and Title, Printed **PRESIDENT**

Date: **11-15-07**

Office of the Indiana Attorney General

By: 

Gregory F. Zerbe

Date: **11-20-07**

Indiana Department of Administration

By:  (for)
Carrie Henderson, Commissioner

Date: **12/3/2007**

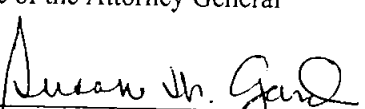
State Budget Agency

By:  (for)
Christopher Ruhl, Director

Date: **12/5/2007**


Approved as to form and legality

Office of the Attorney General

By:  (for)
Stephen Carter, Attorney General

Date: **12-6-07**

Indiana Office of Technology

By:  (for)
Gerry Weaver, Chief Information Officer

Date: **28-Nov-2007**

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT (this "Agreement") is dated as of July 12, 2002 and entered into by Global Software Services, Inc., a Florida corporation ("Company") and Indiana Attorney General's Office ("Customer").

RECITALS

WHEREAS, Company owns certain software designed for use by service providers in the collections and recovery business; and

WHEREAS, Customer desires a license to use such Company software in its business.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto expressly agree as follows:

1. Services and Software.

(a) Services and Software. Subject to the terms and conditions set forth in this Agreement, Company shall provide Company's software identified by the parties on the attached Exhibit A incorporated herein by reference (the "Software"), to be used together with any applicable user documentation ("Documentation"). In addition to the terms and conditions set forth herein, the parties hereby agree to any supplemental terms and conditions of license set forth on Exhibit A in connection with the Software. Company reserves the right to upgrade, alter, change, or provide functionally comparable substitutes for the Software provided to Customer.

(b) Grant of License; Ownership. Company hereby grants to Customer, along with Customer's subsidiaries, branches and/or divisions and the number of users at each site thereof as listed on the attached Exhibit B incorporated herein by reference, a non-exclusive and non-transferable license to use the Software. By virtue of the license granted by this Agreement, the

Customer acquires only the right to display and run the Software internally, and acquires no rights of ownership in and to the Software. All rights, title and interest in and to the Software and all intellectual property related thereto shall at all times remain the property of Company.

2. Compensation.

(a) Initial License Fee. Based on the information listed in Exhibit B, Customer shall pay to Company the Initial License Fee as outlined on Exhibit C attached hereto and incorporated herein by reference, as may amended from time to time.

(b) Additional License Fee. In the event that Customer changes the number of licensed locations, servers or users listed in Exhibit B, Customer shall immediately notify Company and shall pay to Company an additional license fee at the then current rate charged by Company for each such additional server, user or location (the "Additional License Fee"). The terms of this Agreement shall apply to all such additions to the license hereunder.

(c) Taxes. All amounts payable pursuant to this Agreement are exclusive of all excise, sales, use, property or other taxes or fees and related interest or penalties imposed by any governmental authority at any time in connection with the license or use of the Software ("Tax Liability"). Any Tax Liability paid by Company in connection with this Agreement (other than Tax Liability based upon Company's income) shall be reimbursed by Customer. Customer shall obtain and provide to Company any certificate of exemption or similar document required to exempt any transaction under this Agreement from any Tax Liability.

(d) Late Payments. Any amount due hereunder not timely paid shall bear interest at the rate of one and one half percent (1.5%) per month or part thereof (or such lesser amount as may be the maximum permitted by Florida law) for each month after the due date during which such amount remains unpaid.

3. Term. Unless sooner terminated in accordance with the provisions of Section 4 hereof, the term of this Agreement shall commence as of the Effective Date and shall continue for an initial term of one (1) year ("Initial Term"). At the end of the Initial Term and each subsequent Renewal Term (as defined below), as the case may be, the term of this Agreement shall be automatically renewed for a period of one (1) year (a "Renewal Term", and together with the Initial Term, the "Term").

4. Termination.

(a) Non-Renewal. Either party may terminate this Agreement by delivering notice to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term, as applicable.

(b) Non-Payment. Company shall have the right to automatically terminate this Agreement, without further notice to Customer, upon: (a) any delinquency in Customer's payment more than fifteen (15) days beyond the due date of any amount due hereunder or (b) any voluntary or involuntary filing for bankruptcy, reorganization or other debtor relief by or against Customer, insolvency, or assignment for the benefit of Customer's creditors.

(c) Other Material Breach. Either party may terminate this Agreement in the event the other party fails to comply in any material respect with any term, provision or covenant of this Agreement (other than non-payment, as addressed above) if such failure continues for fifteen (15) days after notice thereof has been given to the non-compliant party; provided, however, if such failure cannot reasonably be cured within said

fifteen (15) days and the non-compliant party has commenced to cure such failure within said period and thereafter proceeds with reasonable due diligence and good faith to cure such failure, such fifteen (15) day period shall be extended for such longer period as is reasonably necessary for such party to cure the same.

(d) Effect of Termination. In the event of termination of this Agreement for any reason, Customer shall (i) immediately pay to Company all License Fees, Customization Fees, fees for late payment or Tax Liability and any other fees (together, "Fees") due and owing as of the date of such termination, (ii) immediately cease using the Software, (iii) return or destroy (at Company's option) all copies, partial or complete, of the Software and Documentation, and all documents or other tangible materials, irrespective of media, containing or constituting Information (as defined in Section 9), and (iv) certify to Company in writing within one (1) month after such termination that Customer has fully complied with subsections (ii) and (iii) above. Company reserves the right to disable the Software and/or redirect any information or data stored or transmitted using the Software in its sole discretion in order to ensure compliance with the termination procedures set forth herein or any other terms hereof. In no event shall Customer be entitled to any return or rebate of the Fees paid to Company due to termination of this Agreement.

5. Software Terms.

(a) Restrictions on Use. Customer shall not, and shall not permit others to: (i) copy the Software (other than the creation by Customer of one (1) back-up copy); (ii) disassemble, reverse engineer or decompile the Software; (iii) sublicense, assign, rent, lease, sell, or otherwise transfer the Software; (iv) create any derivative works, functionally equivalent works, or translations based

upon the Software; (v) remove, alter or obscure any copyright or other proprietary notices on or in the Software; or (vi) use the Software other than in connection with the collections or recovery business. The Software shall not be utilized for any purposes or in any manner directly or indirectly in violation of any law, regulation or court order or in the aid of any unlawful act or undertaking.

(b) Modifications/Upgrades. Company shall keep Customer apprised of any upgrades, modifications, or improvements ("Modifications") to the Software and Customer shall have the option to purchase such Modifications at the separate price generally charged by Company for such Modifications. Customer shall not create or allow the creation of Modifications to the Software without the prior written consent of Company and shall not permit access to the Software at any time by any third parties that are competitors of Company. Customer agrees that any Modifications, whether or not created with the consent of Company, shall be and remain the property of Company. Such Modifications shall not constitute an independent work from the Software, and, as such, shall be subject to the terms and conditions of this Agreement. Any required Customer-specific Modifications shall be prepared by Company at Company's then prevailing programming rates and pursuant to a customization addendum initialed by both parties substantially in the form of Exhibit D and shall be attached hereto and incorporated herein by this reference.

6. Warranty; Limitations; Disclaimer.

(a) Business Context. Customer hereby agrees, acknowledges and understands that the Software shall function solely as a conduit for transmission and storage of data. For this reason, Customer agrees that Company shall have absolutely no

responsibility for the content, accuracy, completeness, timeliness, security, integrity, utility, applicability, or pertinence of the data so transmitted or stored.

(b) Warranty. Company warrants that: (i) Company has the right to license the Software to Customer pursuant to the terms of this Agreement; (ii) during the first sixty (60) days of this Agreement, the Software will receive, transmit and store data substantially in accordance with the descriptions set forth in the Documentation therefor attached to Exhibit A, and (iii) the Software does not infringe any copyright or other intellectual property right of any other person or entity.

(c) Exclusions. The above warranty shall not apply to (and Company shall have no obligation with respect to) any alleged failure of the Software, or infringement thereby, arising from or related to: (i) any alteration, Modification or alternative use of Software not authorized in advance in writing by Company; (ii) any equipment or software not created or approved in advance by Company; (iii) noncompliance with user instructions and Documentation, misuse, neglect, improper operation or mismanagement of the Software; (iv) improper selection of Software to meet Customer's needs; (v) electrical failures or surges, poor telephone circuitry, or other accidents or causes not within the reasonable control of Company. Company does not warrant that the Software will meet all requirements of Customer, that the Software will operate in all combinations which Customer may attempt, that Customer will experience no down-time or data loss or damage in connection with the Software, that the operation of the Software will be uninterrupted or error-free, or that any or all Software errors will be able to be corrected.

(d) Warranty Disclaimer. EXCEPT AS

SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY COMPANY REGARDING THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) Remedies. Customer agrees that its sole and exclusive remedy and Company's sole obligation with respect to confirmed failures of the Software to perform substantially in accordance with the descriptions set forth in Exhibit A hereto shall be to have Company refund to the Customer, pro rata, the License Fee paid hereunder for the then current Term.

7. Indemnification.

(a) By Company. If promptly notified in writing, and provided that Company shall have full control of any resulting action, suit or settlement and that Customer shall assist Company as reasonably requested, Company shall indemnify and hold Customer, its employees, officers, directors, and agents harmless against:

(i) Any claim that Customer's authorized and proper use of the Software infringes any third-party copyright, patent, trade secret or other intellectual property right. In the event that a final injunction prohibiting the use of the Software or any part thereof is awarded, Company shall, at its option and expense: (a) procure the right for Customer to continue using the infringing Software; (b) replace or modify the Software so as to be non-infringing; or (c), if (a) or (b) are not in Company's opinion feasible, terminate this Agreement with respect to such infringing Software.

(b) By Customer. If promptly notified

in writing, and provided that Customer shall have full control of any resulting action, suit or settlement and that Company shall assist Customer as reasonably requested, Customer shall indemnify and hold Company, its employees, officers, directors, and agents harmless against:

(i) Any loss, expense or liability actually incurred by Company that is caused by or in any manner arises out of or results from Customer's breach of this Agreement or Customer's proper or improper use of the Software (other than Software infringement claims addressed in Section 7(a) hereof), including, but not limited to, any claims by or against Customer's insurance carrier or agents based upon failure of payment, failure of coverage, inaccurate or incomplete information or other causes; and any claims for libel, slander, improper debt collection practices, invasion of privacy, misappropriation of trade secrets or confidential information, or infringement of copyright or trademark arising from any information, data or records transmitted, stored, viewed or otherwise accessed through Customer's use of the Software; and

(ii) Any loss, expense or liability actually incurred by Company that is caused by or directly arises out of or results from the negligence or malfeasance of Customer.

8. Limitation of Remedies and Liability. CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT THE REMEDIES SET FORTH IN SECTIONS 6 AND 7 SHALL BE THE SOLE REMEDIES AVAILABLE TO CUSTOMER OR ANY OTHER PARTY AGAINST COMPANY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT,

UNDER NO CIRCUMSTANCES SHALL COMPANY'S LIABILITY TO CUSTOMER OR ANY OTHER PARTY EXCEED THE AMOUNT OF THE INITIAL LICENSE FEE AND ANY ADDITIONAL LICENSE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COSTS OF DELAY, ANY FAILURE OF DELIVERY OR INSTALLATION, COSTS OF LOST OR DAMAGED DATA, RECORDS OR DOCUMENTATION, PUNITIVE DAMAGES HOWEVER INCURRED, OR OTHER LIABILITIES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Security of Certain Information.

(a) Definition; Obligations. Customer acknowledges that, pursuant to this Agreement, it will or may become acquainted with certain confidential and proprietary information of Company, including, but not limited to, trade secrets; Company's business practices, methods, pricing, projections, marketing and financial information, employees, customers, suppliers, vendors and partners; data pertaining to the Software, the Software screen displays, configuration, source code, object code, informational literature, and its manner of operation; Company's discoveries, inventions, ideas, concepts, drawings, diagrams, and processes; and other commercially sensitive information the secrecy of which is valued by Company (collectively, "Information"). Customer agrees that it: (i) will take all reasonable steps to maintain the confidentiality of Information, (ii) will disclose Information only to its employees, officers and agents who need to know such Information and who agree to be bound by the terms hereof, and (iii) will

use Information only in conjunction with the Software or otherwise in furtherance of its relationship with Company, and for no other purpose.

(b) Exclusions. Information shall not include information which: (i) is or becomes public knowledge through no fault of Customer; (ii) is released by Company in writing from such confidentiality obligations; (iii) is disclosed to Customer by a third party with the legal right to do so; (iv) was known to Customer prior to its disclosure by Company; or (v) is required by law to be disclosed, provided that Customer shall give written notice to Company at least five (5) days prior to making such disclosure and shall assist Company as reasonably requested in obtaining a protective order or other similar relief.

(c) Duration. The obligations contained in this Section 9 shall remain in force during the Term and for a period of five (5) years after termination for any reason; provided, however, that to the extent any Information constitutes a "trade secret" as defined in the Florida Trade Secrets Act, as amended, such obligations shall survive with respect to such Information until such Information no longer constitutes a trade secret as so defined.

10. Non-Interference with Personnel.

Customer agrees that, during the Term and for a period of eighteen (18) months after termination for any reason, it shall not, either directly or indirectly or by means of any corporate or other device, hire or offer to hire any person who is, or was at any time within the eighteen (18) month period prior to such hiring or offer to hire, an employee or consultant of Company.

11. Specific Remedies.

(a) Subject only to the last sentence of this Section 11(a), and Section 11(b), any dispute between the parties arising out of this Agreement (whether or not a contract dispute) shall be determined by binding arbitration under the rules of the

American Arbitration Association (the "AAA") at its Tallahassee, Florida office. The arbitration shall be conducted by a single arbitrator mutually acceptable to the parties, or, in the event the parties are unable to agree upon a single arbitrator, by a single arbitrator appointed by the Tallahassee, Florida office of the AAA. The cost of the arbitration shall be split evenly between the parties. Arbitration awards shall be specifically enforceable as provided herein.

(b) In the event of a threatened breach of the obligations contained in Sections 9 or 10, Company shall be entitled to the entry, by a court of competent jurisdiction, of a temporary restraining order, injunction or similar relief to enjoin such conduct. In the event of an actual breach of such obligations, Company shall be entitled to: (i) equitable relief of the type described in the preceding sentence; (ii) liquidated damages in the amounts of: (a) for breach of Section 9, One Hundred Thousand Dollars (\$100,000), or (b) for breach of Section 10, Fifty Thousand Dollars (\$50,000), which amounts the parties acknowledge are not in the way of a penalty but represent reasonable estimates of the damages accruing to the non-breaching party by reason of such breaches; and (iii) attorneys' fees, expenses and court costs incurred in obtaining any injunction and in recovering such liquidated damages.

12. Inspection and Audit. Company shall have the right to inspect and/or audit Customer's facilities, books and records at any time during the Term or within six (6) months after termination of this Agreement to verify: (i) the number of sites in which Customer is using the Software; (ii) the number of persons using the Software at each such site; and (iii) Customer's compliance with the terms and conditions hereof. Any such inspection or audit shall take place only upon reasonable notice, during business hours, and in a manner that shall not unduly interfere with Customer's business. If any such audit or inspection reveals a deficiency

between the amount found to be due Company and the amount actually paid to Company, then Customer shall be responsible for payment of the entire deficiency, together with a penalty equal to two (2) times the amount of such deficiency. In the event any such deficiency between the amount due and the amount paid is greater than two percent (2%), Customer shall also be responsible for separately reimbursing Company the actual costs and expenses of such audit or inspection.

13. Timing of Suit. No suit, action or other proceeding, regardless of form, arising out of this Agreement, may be brought by Customer more than one (1) year after the cause of action has arisen.

14. Survival. The rights and obligations set forth in Sections 1(b) (last sentence only), 4(d), 6 through 14 and 17 through 19 hereof, together with any rights of Company to payment or reimbursement from Customer, shall survive the termination of this Agreement.

15. Compliance with Laws. The parties agree that they will comply with all applicable national, state, county and local laws, ordinances, regulations and codes in the performance of their obligations under this Agreement. Customer agrees to comply with all applicable laws, ordinance, regulations and codes in its use of the Software, including, but not limited to, any export controls relating to software and other goods and services.

16. Force Majeure. If Company is delayed in or prevented from performing any obligation hereunder due to causes or events beyond its control, including without limitation, any act of God, fire, riot, embargo, strike or other labor problem, legal action, present or future law, governmental order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period of delay or non-performance.

17. Notices. All notices required or permitted under this Agreement will be in writing and will be deemed to have been duly given, made and received only when personally delivered or transmitted successfully via facsimile, or one (1) day following the day when deposited with a commercially respected

overnight delivery service such as Federal Express, or three (3) days following the day when sent by certified mail, return receipt requested, to the addresses/numbers listed on the signature page hereof.

18. Waiver. No waiver of any provision or consent by Company to any action hereunder shall constitute a waiver of any other provision or consent to any other action, nor shall such waiver or consent constitute a continuing waiver or consent or commit Company to provide a waiver or consent in the future.

19. Miscellaneous. This Agreement, including without limitation any exhibit hereto (other than the Documentation): (a) may be amended or modified only by a writing executed by both parties; (b) shall be governed by the laws of United States and the State of Florida, without regard to any contrary conflicts or choice of law principles, and without regard to any construction in favor of either party by reason of the drafting and/or negotiation of this Agreement; (c) sets forth the entire understanding of the parties and supersedes all prior or contemporaneous agreements, written, oral, electronic, or otherwise, between the parties relating to the subject matter hereof; (d) shall inure to the benefit of and be binding upon the parties, their successors and assigns, provided that Customer shall not, directly or indirectly, voluntarily or involuntarily, by means of corporate reorganization, asset sale, stock sale, merger, or otherwise, assign or delegate any of its rights or obligations hereunder without the prior written consent of Company and any assignment without such consent shall be null and void ab initio; (e) is severable, such that the invalidity

20. (determined by a court of competent jurisdiction), in whole or in part, of any term or provision of this Agreement shall not affect the validity of any other term or provision of this Agreement, and any such offensive part hereof shall be amended by such court to the limited extent necessary to render it valid; and (f) may be executed in counterparts, all of which, taken together, shall constitute one original instrument. In any action or proceeding concerning the enforcement of this Agreement which is authorized by Section 11, the successful party

shall be entitled to recover all attorneys' fees and costs, in addition to any other available remedy. The parties agree that any action or proceeding brought pursuant to Section 11(b), or to enforce an arbitration award obtained pursuant to Section 11(a) shall be brought in the federal or state courts located in Duval County, Florida, and each party submits to the exclusive jurisdiction of such courts for such purposes. Each party waives any objections to such courts they may now or hereafter have based upon venue or inconvenience of forum. The parties further waive any and all challenges to the enforceability of this Agreement.

EXHIBIT A

THE LICENSED SOFTWARE

The Software licensed under this Agreement is one copy of Latitude Enterprise in machine-readable object code for each server designated at each site listed in Exhibit B.

Included Modules:

1. Latitude Enterprise Base program - 20 User License

ATTACHMENT TO EXHIBIT A

CURRENT DOCUMENTATION FOR THE LICENSED SOFTWARE AVAILABLE ON
LATITUDE WORKSTATION CD-ROM or INTERNET ACCESS.

EXHIBIT B

LICENSED PARTIES, SITES, SERVERS AND NUMBERS OF USERS

[illegible]

EXHIBIT C

P.1

Latitude Price Quote for Indiana Attorney General's Office

Item	Quantity	Product Description	Unit Price	Extended
001	1	Latitude 20 User License	\$ 20,000	\$ 20,000
002*	5	Onsite Installation & Training (Daily Rate)	\$ 800	\$ 4,000
003	1	Smart/Alx	\$ 550	\$ 550
004	1	Direct Check	\$ 550	\$ 550
005	40	Conversion	\$125	\$5,000
			Total	\$ 30,100

EXHIBIT C

p. 2

License Fee

Customer shall pay to Company an Initial License Fee of \$ 20,000 based on the information listed in Exhibit B to the Agreement.

Customer shall promptly notify Company of any increase in the number of users at a location in Exhibit B, any required addition of a location, or the movement of the Software to a server not listed in Exhibit B, no later than five (5) days thereafter. Upon any such increase, Customer shall pay to Company an Additional License Fee at the then current rate charged by Company.

Custom programming fees:

Any additional custom programming will be charged at a rate of \$125.00 per hour.


LATITUDE
SOFTWARE

 7800 Belfort Parkway
 Suite 100
 Jacksonville, FL 32256

Date	S.O. No.
9/12/2007	1334

Name / Address

 Indiana Attorney General's Office
 Martin Durand
 Indiana Government Center South Room C528
 402 West Washington Street
 Indianapolis, IN 46204-2770

Sales Order

Completed (Support)

			Terms	Due Date
			Net 30	10/12/2007
Item	Description	Ordered	Rate	Amount
AIM	Agency Interface Module	1	45,000.00	45,000.00
Annual %	Maintenance - 3 Months - Oct '07 thru Dec '07 (to coincide w/ current billing cycle)		3.75%	1,687.50
Training - AIM	AIM Training (Day Rate)	2	1,000.00	2,000.00
Agreement of purchase for the listed products/services.			Total	\$48,687.50

I have read and accept full responsibility for payment of the item(s) listed above.

Signature _____

Phone #	Fax #	E-mail	Web Site
866-396-2599	904-680-7139	ashley@debtsoftware.com	www.debtsoftware.com

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Valid thru: September 29, 2007

**Indiana Attorney Generals Office
Indiana Government Center South
Room C528, 402 West Washington
Street
Indianapolis, IN 46204
317-232-6347**

[illegible]

Initial Payment	\$ 45,000.00
Second Payment	\$ 1,000.00
Maintenance Fees	\$ 6,750.00
Total	\$ 52,750.00

ADDENDUM

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and Global Software Services, Inc., ("Contractor").

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum is incorporated fully into and is an integral part of the Form Contract. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Global Software Services, Inc.

Contractor Address: 9550 Regency Square Boulevard
Jacksonville, FL 32225

Title of Form Contract: Master License Agreement (Fall, 2002)

Attached Contract consists of 21 pages, numbered at the bottom 14 – 34 (including page 25(a))

Subject matter of Form Contract: Master License Agreement
Latitude Enterprise Base program; 20 User License

By mutual agreement of the parties, the following terms and conditions are deleted from the Contractor's Form Contract:

- A. Any provision requiring the State of Indiana to provide indemnity (*e.g.* Form Contract, paragraph 7(b))
- B. Any provision providing the contract to be construed in accordance with laws other than those of the State of Indiana (*e.g.*, Form Contract, paragraph 19(b))
- C. Any provision providing that suit be brought in any state other than Indiana (*e.g.*, Form Contract, paragraph 20).
- D. Any provision providing for resolution of contract disputes (*e.g.*, Form Contract, paragraph 11)
- E. Any provision pursuant to which the State agrees to an injunction (*e.g.* Form Contract, paragraph 11)
- F. Any provision limiting the time to commence a suit or action (*e.g.*, Form contract, paragraph 13).
- G. Any provision requiring the State of Indiana to pay any taxes (*e.g.*, Form Contract, paragraph 2(c)).
- H. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees (*e.g.*, Form Contract, paragraph 2(d), 11(b))
- I. Any provision on the Form Contract permitting the Contractor to Audit the State's books and records (*e.g.*, Form Contract, paragraph 20).
- J. Any provision requiring more than 30 days notice of termination (*e.g.*, Form Contract, paragraphs 3 and 4(a))

I. Any provision giving the Form Contract precedence over this Addendum.

The following terms and conditions are incorporated into and made a part of the Form Contract:

1. **Consideration.** The Contractor shall be paid as set forth in Exhibit C to the Form Contract ("License Fee / Latitude Price Quote for Indiana Attorney General's Office"). Remuneration under this Contract shall not exceed \$30,100 for license fees, installation, checking and conversion, plus an amount not to exceed \$3,500 for travel reimbursement expenses submitted in conformance with paragraph 34 ("Travel"), below. Total remuneration under this Contract shall not exceed \$33,600.00
2. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during the term of this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies of such records shall be furnished at no cost to the State if requested.
3. **Assignment.** The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
4. **Audits.** Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.
5. **Authority to Bind Contractor.** Notwithstanding anything in this Contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the State.
6. **Changes in Work.** In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

7. **Compliance with Laws.** The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of any rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
8. **Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to Contractor by the State may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor pursuant to this Contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.
9. **Conflict of Interest.**
- A. As used in this section:
- “Immediate family” means the spouse and the unemancipated children of an individual.
- “Interested party,” means:
1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
- “Department” means the Department of Administration.
- “Commission” means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.
10. **Continuity of Services.**
- A. The Contractor recognizes that the Services provided are vital to the State and must be continued without interruption and that, upon Contract expiration, a

successor, either the State or another Contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written request:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

11. **Debarment and Suspension.** Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal", for purposes of this Contract, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
12. **Default by State.** If the State, sixty (60) days after written notice, fails to correct or cure any breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.
13. **Disputes.** Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and

the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the dispute resolution procedure contained herein.

14. **Drug-Free Workplace Certification.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, INDOT is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of this Contract as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

15. **Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

16. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

17. **Incorporation by Reference.** All attachments or exhibits to the Form Contract or to this Addendum, as well as the State's Request for Proposal (if any) and Contractor's response to the Invitation are incorporated by reference.

18. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless the State and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State will not provide such indemnification to the Contractor. The State will, however, be responsible for any loss, expense or liability cause by or directly arising out of or resulting from its improper use of the Software, or negligence or malfeasance of the State.

19. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

20. **Information Technology Accessibility.** The Contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended.

21. **Licensing Standards.** The parties agree that Contractor and its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor agrees to notify the State immediately thereof.

22. **Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Contractor's execution of this Contract also signifies Contractor's compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

23. **Notices.** Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notice to the State shall be sent to:

Office of the Indiana Attorney General
Attn: Charles Ward
402 West Washington Street, 5th Floor
Indianapolis, IN 46204

Notice and payments to the Contractor shall be sent to:

Global Software Services, Inc.
Attn: JOEL MILNE
9550 Regency Square Boulevard
Jacksonville, FL 32225

24. **Order of Precedence.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Addendum; (2) the Form Contract; (2) attachments prepared by the State; (3) the State's Request for Proposal; (5) Contractor's response to the State's Request for Proposal; (6) attachments prepared by the Contractor.
25. **Payments.** All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.
- 26 **Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5, and IC 34-13-1-6.

Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from the State's failure to make prompt payment shall be based

solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

27. **Qualification to do Business in Indiana.** If Contractor is other than an individual, Contractor certifies that it is duly registered and qualified with the Secretary of State to transact business in Indiana.
28. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this Contract.
29. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
30. **Successors and Assignees.** The Contractor binds its successors, executors, administrators, and assignees to all covenants, terms and conditions of this Contract. Except as above set forth, the Contractor shall not assign or transfer interest in this Contract without the prior written consent of the State.
31. **Taxes.** The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.
32. **Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which termination of performance becomes effective. The Contractor shall be compensated for services properly rendered or supplies provided prior to the effective date of termination. The State will not be liable for services performed or supplies provided after the effective date of termination. In no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.
33. **Termination for Default.**
 - A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor **fails to:**
 - 1) Correct or cure any breach of this Contract;
 - 2) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3) Make progress so as to endanger performance of this contract; or
 - 4) Perform any of the other provisions of this Contract.

- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.
34. **Travel.** If otherwise permitted by this Contract, expenditures made by the Contractor for travel will be reimbursed by the State at its current rate and in accordance with the State's Travel Policies and Procedures specified in the current Financial Management Circular (#97-1.1).
35. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
36. **Work Standards.** The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.
37. **Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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In Witness Whereof, Contractor and the State have, through duly authorized representatives, entered into the Form Contract and this Addendum. The parties, having read and understand the foregoing terms of the Form Contract and this Addendum, do by their respective signatures dated below hereby agree to the terms thereof.

Global Software Services, Inc.

By: 

CARL E. HARKLEROAD, PRESIDENT

Name and Title, Printed

Date: 10/1/02

Office of the Indiana Attorney General

By: 

Charles J. Todd

Chief Operating Officer

Name and Title, Printed

Date: 10-4-02

Indiana Department of Administration

By: 

(for)

David Perlin, Commissioner

Date: 11/12/02

State Budget Agency

By: 

(for)

Marilyn Schultz, Director

Date: 11-15-02

Approved as to form and legality

Office of the Attorney General

By: 

(for)

Stephen Carter, Attorney General

Date: 11-18-02

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT (this "Agreement") is dated as of July 12, 2002 and entered into by Global Software Services, Inc., a Florida corporation ("Company") and Indiana Attorney General's Office ("Customer").

RECITALS

WHEREAS, Company owns certain software designed for use by service providers in the collections and recovery business; and

WHEREAS, Customer desires a license to use such Company software in its business.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto expressly agree as follows:

1. Services and Software.

(a) Services and Software. Subject to the terms and conditions set forth in this Agreement, Company shall provide Company's software identified by the parties on the attached Exhibit A incorporated herein by reference (the "Software"), to be used together with any applicable user documentation ("Documentation"). In addition to the terms and conditions set forth herein, the parties hereby agree to any supplemental terms and conditions of license set forth on Exhibit A in connection with the Software. Company reserves the right to upgrade, alter, change, or provide functionally comparable substitutes for, the Software provided to Customer.

(b) Grant of License; Ownership. Company hereby grants to Customer, along with Customer's subsidiaries, branches and/or divisions and the number of users at each site thereof as listed on the attached Exhibit B incorporated herein by reference, a non-exclusive and non-transferable license to use the Software. By virtue of the license granted by this Agreement, the

Customer acquires only the right to display and run the Software internally, and acquires no rights of ownership in and to the Software. All rights, title and interest in and to the Software and all intellectual property related thereto shall at all times remain the property of Company.

2. Compensation.

(a) Initial License Fee. Based on the information listed in Exhibit B, Customer shall pay to Company the Initial License Fee as outlined on Exhibit C attached hereto and incorporated herein by reference, as may amended from time to time.

(b) Additional License Fee. In the event that Customer changes the number of licensed locations, servers or users listed in Exhibit B, Customer shall immediately notify Company and shall pay to Company an additional license fee at the then current rate charged by Company for each such additional server, user or location (the "Additional License Fee"). The terms of this Agreement shall apply to all such additions to the license hereunder.

(c) Taxes. All amounts payable pursuant to this Agreement are exclusive of all excise, sales, use, property or other taxes or fees and related interest or penalties imposed by any governmental authority at any time in connection with the license or use of the Software ("Tax Liability"). Any Tax Liability paid by Company in connection with this Agreement (other than Tax Liability based upon Company's income) shall be reimbursed by Customer. Customer shall obtain and provide to Company any certificate of exemption or similar document required to exempt any transaction under this Agreement from any Tax Liability.

(d) Late Payments. Any amount due hereunder not timely paid shall bear interest at the rate of one and one half percent (1.5%) per month or part thereof (or such lesser amount as may be the maximum permitted by Florida law) for each month after the due date during which such amount remains unpaid.

3. Term. Unless sooner terminated in accordance with the provisions of Section 4 hereof, the term of this Agreement shall commence as of the Effective Date and shall continue for an initial term of one (1) year ("Initial Term"). At the end of the Initial Term and each subsequent Renewal Term (as defined below), as the case may be, the term of this Agreement shall be automatically renewed for a period of one (1) year (a "Renewal Term", and together with the Initial Term, the "Term").

4. Termination.

(a) Non-Renewal. Either party may terminate this Agreement by delivering notice to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term, as applicable.

(b) Non-Payment. Company shall have the right to automatically terminate this Agreement, without further notice to Customer, upon: (a) any delinquency in Customer's payment more than fifteen (15) days beyond the due date of any amount due hereunder or (b) any voluntary or involuntary filing for bankruptcy, reorganization or other debtor relief by or against Customer, insolvency, or assignment for the benefit of Customer's creditors.

(c) Other Material Breach. Either party may terminate this Agreement in the event the other party fails to comply in any material respect with any term, provision or covenant of this Agreement (other than non-payment, as addressed above) if such failure continues for fifteen (15) days after notice thereof has been given to the non-compliant party; provided, however, if such failure cannot reasonably be cured within said

fifteen (15) days and the non-compliant party has commenced to cure such failure within said period and thereafter proceeds with reasonable due diligence and good faith to cure such failure, such fifteen (15) day period shall be extended for such longer period as is reasonably necessary for such party to cure the same.

(d) Effect of Termination. In the event of termination of this Agreement for any reason, Customer shall (i) immediately pay to Company all License Fees, Customization Fees, fees for late payment or Tax Liability and any other fees (together, "Fees") due and owing as of the date of such termination, (ii) immediately cease using the Software, (iii) return or destroy (at Company's option) all copies, partial or complete, of the Software and Documentation, and all documents or other tangible materials, irrespective of media, containing or constituting Information (as defined in Section 9), and (iv) certify to Company in writing within one (1) month after such termination that Customer has fully complied with subsections (ii) and (iii) above. Company reserves the right to disable the Software and/or redirect any information or data stored or transmitted using the Software in its sole discretion in order to ensure compliance with the termination procedures set forth herein or any other terms hereof. In no event shall Customer be entitled to any return or rebate of the Fees paid to Company due to termination of this Agreement.

5. Software Terms.

(a) Restrictions on Use. Customer shall not, and shall not permit others to: (i) copy the Software (other than the creation by Customer of one (1) back-up copy); (ii) disassemble, reverse engineer or decompile the Software; (iii) sublicense, assign, rent, lease, sell, or otherwise transfer the Software; (iv) create any derivative works, functionally equivalent works, or translations based

upon the Software; (v) remove, alter or obscure any copyright or other proprietary notices on or in the Software; or (vi) use the Software other than in connection with the collections or recovery business. The Software shall not be utilized for any purposes or in any manner directly or indirectly in violation of any law, regulation or court order or in the aid of any unlawful act or undertaking.

(b) Modifications/Upgrades. Company shall keep Customer apprised of any upgrades, modifications, or improvements ("Modifications") to the Software and Customer shall have the option to purchase such Modifications at the separate price generally charged by Company for such Modifications. Customer shall not create or allow the creation of Modifications to the Software without the prior written consent of Company and shall not permit access to the Software at any time by any third parties that are competitors of Company. Customer agrees that any Modifications, whether or not created with the consent of Company, shall be and remain the property of Company. Such Modifications shall not constitute an independent work from the Software, and, as such, shall be subject to the terms and conditions of this Agreement. Any required Customer-specific Modifications shall be prepared by Company at Company's then prevailing programming rates and pursuant to a customization addendum initialed by both parties substantially in the form of Exhibit D and shall be attached hereto and incorporated herein by this reference.

6. Warranty; Limitations; Disclaimer.

(a) Business Context. Customer hereby agrees, acknowledges and understands that the Software shall function solely as a conduit for transmission and storage of data. For this reason, Customer agrees that Company shall have absolutely no

responsibility for the content, accuracy, completeness, timeliness, security, integrity, utility, applicability, or pertinence of the data so transmitted or stored.

(b) Warranty. Company warrants that: (i) Company has the right to license the Software to Customer pursuant to the terms of this Agreement; (ii) during the first sixty (60) days of this Agreement, the Software will receive, transmit and store data substantially in accordance with the descriptions set forth in the Documentation therefor attached to Exhibit A, and (iii) the Software does not infringe any copyright or other intellectual property right of any other person or entity.

(c) Exclusions. The above warranty shall not apply to (and Company shall have no obligation with respect to) any alleged failure of the Software, or infringement thereby, arising from or related to: (i) any alteration, Modification or alternative use of Software not authorized in advance in writing by Company; (ii) any equipment or software not created or approved in advance by Company; (iii) noncompliance with user instructions and Documentation, misuse, neglect, improper operation or mismanagement of the Software; (iv) improper selection of Software to meet Customer's needs; (v) electrical failures or surges, poor telephone circuitry, or other accidents or causes not within the reasonable control of Company. Company does not warrant that the Software will meet all requirements of Customer, that the Software will operate in all combinations which Customer may attempt, that Customer will experience no down-time or data loss or damage in connection with the Software, that the operation of the Software will be uninterrupted or error-free, or that any or all Software errors will be able to be corrected.

(d) Warranty Disclaimer. EXCEPT AS

SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY COMPANY REGARDING THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) Remedies. Customer agrees that its sole and exclusive remedy and Company's sole obligation with respect to confirmed failures of the Software to perform substantially in accordance with the descriptions set forth in Exhibit A hereto shall be to have Company refund to the Customer, pro rata, the License Fee paid hereunder for the then current Term.

7. Indemnification.

(a) By Company. If promptly notified in writing, and provided that Company shall have full control of any resulting action, suit or settlement and that Customer shall assist Company as reasonably requested, Company shall indemnify and hold Customer, its employees, officers, directors, and agents harmless against:

(i) Any claim that Customer's authorized and proper use of the Software infringes any third-party copyright, patent, trade secret or other intellectual property right. In the event that a final injunction prohibiting the use of the Software or any part thereof is awarded, Company shall, at its option and expense: (a) procure the right for Customer to continue using the infringing Software; (b) replace or modify the Software so as to be non-infringing; or (c), if (a) or (b) are not in Company's opinion feasible, terminate this Agreement with respect to such infringing Software.

(b) By Customer. If promptly notified

in writing, and provided that Customer shall have full control of any resulting action, suit or settlement and that Company shall assist Customer as reasonably requested, Customer shall indemnify and hold Company, its employees, officers, directors, and agents harmless against:

(i) Any loss, expense or liability actually incurred by Company that is caused by or in any manner arises out of or results from Customer's breach of this Agreement or Customer's proper or improper use of the Software (other than Software infringement claims addressed in Section 7(a) hereof), including, but not limited to, any claims by or against Customer's insurance carrier or agents based upon failure of payment, failure of coverage, inaccurate or incomplete information or other causes; and any claims for libel, slander, improper debt collection practices, invasion of privacy, misappropriation of trade secrets or confidential information, or infringement of copyright or trademark arising from any information, data or records transmitted, stored, viewed or otherwise accessed through Customer's use of the Software; and

(ii) Any loss, expense or liability actually incurred by Company that is caused by or directly arises out of or results from the negligence or malfeasance of Customer.

8. Limitation of Remedies and Liability. CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT THE REMEDIES SET FORTH IN SECTIONS 6 AND 7 SHALL BE THE SOLE REMEDIES AVAILABLE TO CUSTOMER OR ANY OTHER PARTY AGAINST COMPANY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT,

UNDER NO CIRCUMSTANCES SHALL COMPANY'S LIABILITY TO CUSTOMER OR ANY OTHER PARTY EXCEED THE AMOUNT OF THE INITIAL LICENSE FEE AND ANY ADDITIONAL LICENSE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COSTS OF DELAY, ANY FAILURE OF DELIVERY OR INSTALLATION, COSTS OF LOST OR DAMAGED DATA, RECORDS OR DOCUMENTATION, PUNITIVE DAMAGES HOWEVER INCURRED, OR OTHER LIABILITIES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Security of Certain Information.

(a) Definition; Obligations. Customer acknowledges that, pursuant to this Agreement, it will or may become acquainted with certain confidential and proprietary information of Company, including, but not limited to, trade secrets; Company's business practices, methods, pricing, projections, marketing and financial information, employees, customers, suppliers, vendors and partners; data pertaining to the Software, the Software screen displays, configuration, source code, object code, informational literature, and its manner of operation; Company's discoveries, inventions, ideas, concepts, drawings, diagrams, and processes; and other commercially sensitive information the secrecy of which is valued by Company (collectively, "Information"). Customer agrees that it: (i) will take all reasonable steps to maintain the confidentiality of Information, (ii) will disclose Information only to its employees, officers and agents who need to know such Information and who agree to be bound by the terms hereof, and (iii) will

use Information only in conjunction with the Software or otherwise in furtherance of its relationship with Company, and for no other purpose.

(b) Exclusions. Information shall not include information which: (i) is or becomes public knowledge through no fault of Customer; (ii) is released by Company in writing from such confidentiality obligations; (iii) is disclosed to Customer by a third party with the legal right to do so; (iv) was known to Customer prior to its disclosure by Company; or (v) is required by law to be disclosed, provided that Customer shall give written notice to Company at least five (5) days prior to making such disclosure and shall assist Company as reasonably requested in obtaining a protective order or other similar relief.

(c) Duration. The obligations contained in this Section 9 shall remain in force during the Term and for a period of five (5) years after termination for any reason; provided, however, that to the extent any Information constitutes a "trade secret" as defined in the Florida Trade Secrets Act, as amended, such obligations shall survive with respect to such Information until such Information no longer constitutes a trade secret as so defined.

10. Non-Interference with Personnel.

Customer agrees that, during the Term and for a period of eighteen (18) months after termination for any reason, it shall not, either directly or indirectly or by means of any corporate or other device, hire or offer to hire any person who is, or was at any time within the eighteen (18) month period prior to such hiring or offer to hire, an employee or consultant of Company.

11. Specific Remedies.

(a) Subject only to the last sentence of this Section 11(a), and Section 11(b), any dispute between the parties arising out of this Agreement (whether or not a contract dispute) shall be determined by binding arbitration under the rules of the

American Arbitration Association (the "AAA") at its Tallahassee, Florida office. The arbitration shall be conducted by a single arbitrator mutually acceptable to the parties, or, in the event the parties are unable to agree upon a single arbitrator, by a single arbitrator appointed by the Tallahassee, Florida office of the AAA. The cost of the arbitration shall be split evenly between the parties. Arbitration awards shall be specifically enforceable as provided herein.

(b) In the event of a threatened breach of the obligations contained in Sections 9 or 10, Company shall be entitled to the entry, by a court of competent jurisdiction, of a temporary restraining order, injunction or similar relief to enjoin such conduct. In the event of an actual breach of such obligations, Company shall be entitled to: (i) equitable relief of the type described in the preceding sentence; (ii) liquidated damages in the amounts of: (a) for breach of Section 9, One Hundred Thousand Dollars (\$100,000), or (b) for breach of Section 10, Fifty Thousand Dollars (\$50,000), which amounts the parties acknowledge are not in the way of a penalty but represent reasonable estimates of the damages accruing to the non-breaching party by reason of such breaches; and (iii) attorneys' fees, expenses and court costs incurred in obtaining any injunction and in recovering such liquidated damages.

12. **Inspection and Audit.** Company shall have the right to inspect and/or audit Customer's facilities, books and records at any time during the Term or within six (6) months after termination of this Agreement to verify: (i) the number of sites in which Customer is using the Software; (ii) the number of persons using the Software at each such site; and (iii) Customer's compliance with the terms and conditions hereof. Any such inspection or audit shall take place only upon reasonable notice, during business hours, and in a manner that shall not unduly interfere with Customer's business. If any such audit or inspection reveals a deficiency

between the amount found to be due Company and the amount actually paid to Company, then Customer shall be responsible for payment of the entire deficiency, together with a penalty equal to two (2) times the amount of such deficiency. In the event any such deficiency between the amount due and the amount paid is greater than two percent (2%), Customer shall also be responsible for separately reimbursing Company the actual costs and expenses of such audit or inspection.

13. **Timing of Suit.** No suit, action or other proceeding, regardless of form, arising out of this Agreement, may be brought by Customer more than one (1) year after the cause of action has arisen.

14. **Survival.** The rights and obligations set forth in Sections 1(b) (last sentence only), 4(d), 6 through 14 and 17 through 19 hereof, together with any rights of Company to payment or reimbursement from Customer, shall survive the termination of this Agreement.

15. **Compliance with Laws.** The parties agree that they will comply with all applicable national, state, county and local laws, ordinances, regulations and codes in the performance of their obligations under this Agreement. Customer agrees to comply with all applicable laws, ordinance, regulations and codes in its use of the Software, including, but not limited to, any export controls relating to software and other goods and services.

16. **Force Majeure.** If Company is delayed in or prevented from performing any obligation hereunder due to causes or events beyond its control, including without limitation, any act of God, fire, riot, embargo, strike or other labor problem, legal action, present or future law, governmental order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period of delay or non-performance.

17. **Notices.** All notices required or permitted under this Agreement will be in writing and will be deemed to have been duly given, made and received only when personally delivered or transmitted successfully via facsimile, or one (1) day following the day when deposited with a commercially respected

overnight delivery service such as Federal Express, or three (3) days following the day when sent by certified mail, return receipt requested, to the addresses/numbers listed on the signature page hereof.

18. **Waiver.** No waiver of any provision or consent by Company to any action hereunder shall constitute a waiver of any other provision or consent to any other action, nor shall such waiver or consent constitute a continuing waiver or consent or commit Company to provide a waiver or consent in the future.

19. **Miscellaneous.** This Agreement, including without limitation any exhibit hereto (other than the Documentation); (a) may be amended or modified only by a writing executed by both parties; (b) shall be governed by the laws of United States and the State of Florida, without regard to any contrary conflicts or choice of law principles, and without regard to any construction in favor of either party by reason of the drafting and/or negotiation of this Agreement; (c) sets forth the entire understanding of the parties and supersedes all prior or contemporaneous agreements, written, oral, electronic, or otherwise, between the parties relating to the subject matter hereof. (d) shall inure to the benefit of and be binding upon the parties, their successors and assigns, provided that Customer shall not, directly or indirectly, voluntarily or involuntarily, by means of corporate reorganization, asset sale, stock sale, merger, or otherwise, assign or delegate any of its rights or obligations hereunder without the prior written consent of Company and any assignment without such consent shall be null and void ab initio; (e) is severable, such that the invalidity

20. (determined by a court of competent jurisdiction), in whole or in part, of any term or provision of this Agreement shall not affect the validity of any other term or provision of this Agreement, and any such offensive part hereof shall be amended by such court to the limited extent necessary to render it valid; and (f) may be executed in counterparts, all of which, taken together, shall constitute one original instrument. In any action or proceeding concerning the enforcement of this Agreement which is authorized by Section 11, the successful party

shall be entitled to recover all attorneys' fees and costs, in addition to any other available remedy. The parties agree that any action or proceeding brought pursuant to Section 11(b), or to enforce an arbitration award obtained pursuant to Section 11(a) shall be brought in the federal or state courts located in Duval County, Florida, and each party submits to the exclusive jurisdiction of such courts for such purposes. Each party waives any objections to such courts they may now or hereafter have based upon venue or inconvenience of forum. The parties further waive any and all challenges to the enforceability of this Agreement.

EXHIBIT A

THE LICENSED SOFTWARE

The Software licensed under this Agreement is one copy of Latitude Enterprise in machine-readable object code for each server designated at each site listed in Exhibit B.

Included Modules:

- I. Latitude Enterprise Base program - 20 User License

ATTACHMENT TO EXHIBIT A

**CURRENT DOCUMENTATION FOR THE LICENSED SOFTWARE AVAILABLE ON
LATITUDE WORKSTATION CD-ROM or INTERNET ACCESS.**

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[illegible]

EXHIBIT C - P.1

Latitude Price Quote for Indiana Attorney General's Office

Item	Quantity	Product Description	Unit Price	Extended
001	1	Latitude 20 User License	\$ 20,000	\$ 20,000
002*	5	Onsite Installation & Training (Daily Rate)	\$ 800	\$ 4,000
003	1	Smart/Alx	\$ 550	\$ 550
004	1	Direct Check	\$ 550	\$ 550
005	40	Conversion	\$125	\$5,000
			Total	\$ 30,100

EXHIBIT C - p. 2

License Fee

Customer shall pay to Company an Initial License Fee of \$ 20,000 based on the information listed in Exhibit B to the Agreement.

Customer shall promptly notify Company of any increase in the number of users at a location in Exhibit B, any required addition of a location, or the movement of the Software to a server not listed in Exhibit B, no later than five (5) days thereafter. Upon any such increase, Customer shall pay to Company an Additional License Fee at the then current rate charged by Company.

Custom programming fees:

gm
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~~All custom programming work requires a 50% down payment of estimated programming hours and the final payment due upon completion of said programming.~~

Any additional custom programming will be charged at a rate of \$125.00 per hour.